

ENTERED

February 05, 2020

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

UNITED STATES OF AMERICA,

VS.

1262.92 ACRES OF LAND, MORE OR
LESS, SITUATE IN STARR COUNTY,
STATE OF TEXAS, *et al*,

Defendants.

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CIVIL ACTION NO. 7:08-CV-00065

**AGREED ORDER ESTABLISHING JUST COMPENSATION, GRANTING
POSSESSION, DISBURSING FUNDS ON DEPOSIT IN THE COURT'S
REGISTRY, AND CLOSING CASE**

Pursuant to the Joint Stipulation of Partial Revestment and Motion for Entry of Agreed Order Establishing Just Compensation, Granting Possession, Disbursing Funds on Deposit in the Court's Registry, and Closing Case (Dkt. No. 66), signed by the Plaintiff, United States of America ("United States"), and the undersigned DAVID H. GUERRA, **IT IS HEREBY ORDERED, AND ADJUDGED** that:

1. The United States and DAVID H. GUERRA confirm and agree that the full and just compensation payable by the United States for the taking of the Estates in Tract RGV-RGC-2016 (hereinafter " Subject Property") shall be the sum of seventeen thousand one hundred and seventeen dollars and 00/100 cents (\$17,117.00), plus any accrued interest, and the revestment of taken property by the United States to David H. Guerra, excepting a perpetual road easement identified as Tract RGV-RGC-2016E to be retained by the United States, which interests are more particularly described in Exhibits 3, 4, and 5. This sum is all inclusive and in full satisfaction of any claims of whatsoever nature by DAVID H.

GUERRA against the United States for the institution and prosecution of the above-captioned actions.

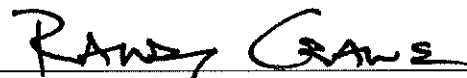
2. Judgment shall be entered against the United States in the amount of seventeen thousand one hundred and seventeen dollars and 00/100 cents (\$17,117.00) for its taking of the Subject Property, along with any accrued interest.
3. On February 25, 2009, the United States deposited \$25,700.00 into the Registry of the Court as its estimated just compensation [Dkt. 4 in Civil No. 7:08-cv-00382], and upon said deposit, title to Tract RGV-RGC-2016 (fee simple, excluding minerals), more fully described in the Amended Complaint and ADT, vested in the name of the United States by operation of law. [Dkt. Nos. 43 & 44.] **However, the United States has revested to DAVID H. GUERRA the real property known as Tract RGV-RGC-2016, excepting a perpetual road easement interest identified as Tract RGV-RGC-2016E. See Exhibits 3, 4, & 5, and Joint Stipulation of Partial Revestment [Dkt. 66.]**
4. The United States is hereby found entitled to immediate possession of the perpetual road easement in Tract RGV-RGC-2016E described in Exhibits 3, 4, and 5.
5. The total sum of seventeen thousand one hundred and seventeen dollars and 00/100 cents (\$17,117.00), with accrued interest, shall be subject to all taxes, liens, encumbrances, and charges of whatsoever nature existing against the interests in the property taken in this proceeding at the time of vesting of title in the United States, and all such real estate taxes, liens, encumbrances, and charges of whatsoever nature shall be payable to and deductible from this amount.
6. The stipulated just compensation remains in the Court's Registry. The Clerk of Court shall, without further order of the Court, disburse the total sum on deposit as follows: (a)

the total sum of seventeen thousand one hundred and seventeen dollars and 00/100 cents (\$17,117.00), with accrued interest, payable to the order of "DAVID H. GUERRA;" and (b) the remaining sum of eight thousand five hundred and eighty three and 00/100 dollars (\$8,583.00), with accrued interest, payable to the order of "F&A Officer, USAED, Fort Worth," with the check referencing "Tract No. RGV-RGC-2016."

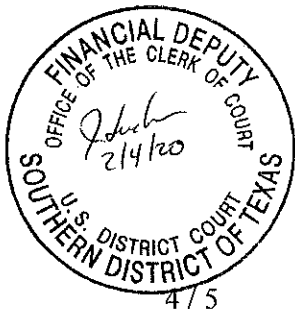
7. DAVID H. GUERRA warrants that (a) he was the owner of the interest in the property taken in this proceeding on the respective date of taking, (b) he has the exclusive right to the compensation set forth herein, excepting the interests of parties having liens, encumbrances of record, and unpaid taxes and assessments, if any, and (c) no other party is entitled to the same or any part thereof by reason of any unrecorded agreement. The parties also request that the Court take judicial notice that Service by Publication was accomplished in this case, as evidenced by the Certificate of Commencement of Service by Publication, and the publisher's affidavit attached thereto. [Dkt. 50 & 53.] To date, no other parties have made a claim on the just compensation on deposit in the Court's Registry in this action.
8. In the event that any other party is ultimately determined by a court of competent jurisdiction to have any right to receive compensation for the interests in the properties taken in this proceeding, DAVID H. GUERRA shall refund into the Registry of the Court the compensation distributed herein, or such part thereof as the Court may direct, with interest thereon at an annual rate provided in 40 U.S.C. § 3116 from the date of receipt of the respective deposit by DAVID H. GUERRA, to the date of repayment into the Registry of the Court.

9. DAVID H. GUERRA shall be responsible for his own legal fees, costs, and expenses, including attorneys' fees, consultants' fees, and any other expenses or costs.
10. There being no outstanding taxes or assessments due or owing, DAVID H. GUERRA is responsible for the payment of any additional taxes or assessments, which he otherwise owes on the interests in the property taken in this proceeding on the date of the taking.
11. DAVID H. GUERRA shall take no appeal from any rulings or judgments made by the Court in this action, and the parties consent to the entry of all motions, orders, and judgments necessary to make this stipulated judgment and agreed order.
12. DAVID H. GUERRA shall save and hold harmless the United States from all claims or liability resulting from any unrecorded leases or agreements affecting the interest in the property taken in this proceeding on the date of the taking.
13. This agreed order is binding on the heirs, executors, administrators, devisees, successors, assigns, agents, and representatives of DAVID H. GUERRA.
14. All issues having been resolved, this case is hereby CLOSED on the Court's docket.

SO ORDERED this 4th day of February, 2020, at McAllen, Texas.




Randy Crane
United States District Judge

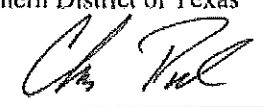


AGREED AS TO FORM AND SUBSTANCE;

DEFENDANT:


By: _____
DAVID H. GUERRA
King Guerra & Davis & Garcia, PC
301 E Tom Landry St
Mission, TX 78572-4117

FOR PLAINTIFF:

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